

RÖNTGEN PLATFORM USAGE AGREEMENT

This Röntgen platform usage agreement ("**Agreement**") is entered into by the provider of crowdfunding services , UAB "**Trečia diena**", legal entity code 304211859, with registered office at Gynėjų g. 14, Vilnius, Lithuania ("**Operator**"), and you, the user of the Platform meeting the terms and conditions of this Agreement ("**you**" or "**User**").

This Agreement sets out the terms and conditions of your use of the Röntgen Crowdfunding Platform ("**Platform**") and governs the legal relationship between you and the Operator.

Before using the Platform, you must enter into this Agreement and confirm that:

- (1) you have read this Agreement in full;
- (2) understand its content and consequences;
- (3) you agree to the terms and conditions set out herein for your use of the Platform;
- (4) You understand that if you do not agree to the terms and conditions set out in this Agreement, you will not be able to use the Platform and the services provided by the Operator.

The documents published on the Platform and/or separately concluded between you and the Operator may contain different provisions than those contained in this Agreement. In such case, the provisions set out in the relevant documents shall be deemed to be specific to the provisions of this Agreement.

Please note that hereinafter in this Agreement, when referring to you as a User of the Platform in a general sense (i.e. both as a Financier and as a Project Owner), the term "**you**" is used and when referring specifically to you as a Project Owner or as a Financier, the respective terms "Project Owner" or "Financier" are used.

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What are the terms used in this Agreement?

1. Unless the context otherwise requires, terms used in this Agreement shall have the meanings set out below:
 - 1.1. **Secondary Market** - a technical (functional) solution on the Platform that allows Financiers to transfer their Claim Rights and/or Platform Users to purchase the transferred Claim Rights;
 - 1.2. **"Auto-Investment Functionality"** means the functionality offered by the Operator to Financiers on the Platform, whereby Financiers can pre-select their preferred investment criteria on the Platform and, based on such selection, automatically submit bids for funding of Project Applications published on the Platform;
 - 1.3. **"Financing Period"** means the period of time during which the Loan Amount is to be raised to finance the Project;
 - 1.4. **Funder** - a User that finances a Project published on the Platform using Crowdfunding;
 - 1.5. **"Payment Schedule"** means the schedule according to which the Project Owner is obliged to repay the Loan Amount and to pay the Interest and/or other amounts due under the Loan Agreement as previously known. The Payment Schedule shall be set out in the Loan Agreement and shall form part of the Loan Agreement;
 - 1.6. **User or You** - a person who meets the terms and conditions set out in this Agreement and who enters into this Agreement in order to use the Operator's services (i.e. to become a Financier and/or a Project Owner);
 - 1.7. **Operator** - operator of the crowdfunding platform Röntgen, provider of crowdfunding services UAB "Trečia diena", legal entity code 304211859;
 - 1.8. **"Project Application"** means a public proposal submitted by the Borrower on the Platform to conclude a Loan Agreement in accordance with the terms and conditions previously agreed with and approved by the Operator. The Project Application also details the terms and conditions of the Project and the proposed Project in order to enable the investor (the Financier) to invest in the Project. The Project Application shall also include a Key Investment Information Document (KIID) submitted by the Project Owner to the Operator and verified by the Operator;
 - 1.9. **Key Investment Information Document (KIID)** means a Project-specific document prepared by the Project Owner for prospective Financiers, in a form approved and provided by the Operator, containing key information about the Project Owner and the Project;
 - 1.10. **Loan Agreement** - a crowdfunding transaction between the Financiers (on whose behalf and in whose interests the Operator is acting) and the Project Owner, whereby the Financier provides Crowdfunding funds for the Project implemented by the Project Owner. The Loan Agreement shall consist of the General Conditions and the Special Conditions, together with any supplements, amendments and/or additions thereto;
 - 1.11. **Loan Amount** - the amount financed by the Financiers and made available as a loan to the Project Owner, to be repaid by the Project Owner on the terms and conditions set out in the Loan Agreement;
 - 1.12. **Interest** means the remuneration for the amount of the Loan, calculated for each calendar day on the basis of the actual balance of the Loan amount, assuming a year of 365 days and a month of a calendar day;
 - 1.13. **Service Fees** - the fees payable to the Operator for the services provided on the Platform;
 - 1.14. **Inexperienced Investor (Financier)** - Financier who does not meet the criteria set out in the procedure for assessing the eligibility of crowdfunding transactions and modelling the loss-absorbing capacity of crowdfunding transactions, as approved by the Operator and published on the Platform, and/or has not received the Operator's confirmation that it will be considered as an experienced investor (Financier), in accordance with the procedures set out in the relevant procedure;

- 1.15. **Experienced Investor (Financier)** - a Financier that meets the criteria set out in the procedure for assessing the eligibility of crowdfunding transactions and modelling the loss-absorbing capacity of crowdfunding transactions, approved by the Operator and published on the Platform, and that has received the Operator's confirmation that it will be considered as an experienced investor (Financier), in accordance with the procedures set out in the relevant procedure;
 - 1.16. **"Platform"** means the crowdfunding platform administered by the Operator, accessible at www.rontgen.lt, through which the Financiers may provide Crowdfunding Funds to the Project Owner;
 - 1.17. **Suitability Test** - a test (questionnaire) to determine the User's (Financier's) knowledge and experience in the field of financing in relation to the type of transaction to be entered into, and to determine the acceptability/suitability of the relevant type of transaction for the Financier;
 - 1.18. **Project** means a Project developed for business purposes other than consumption and published on the Platform, for the implementation of which the Project Owner seeks to attract Crowdfunding from the Financiers;
 - 1.19. **Project Owner** - a User who initiates and publishes a Project on the Platform in order to raise Crowdfunding funds from Funders;
 - 1.20. **Regulation** - Regulation (EU) 2020/1503 of the European Parliament and of the Council on European Business Crowdfunding Providers and amending Regulation (EU) 2017/1129 and Directive (EU) 2019/1937;
 - 1.21. **"Claim Right"** means the right of claim held by the Financier against the Project Owner arising out of the Loan Agreement entered into between them, together with all rights attaching thereto or arising therefrom;
 - 1.22. **Account** means a unique payment account opened with a specific payment service provider (with whom the Operator cooperates and which is selected by the Operator) for the User or the Project to make payments and/or to collect funds related to the operations performed on the Platform ;
 - 1.23. **Crowdfunding funds** - funds made available by the Funder to the Project Owner via the Platform;
 - 1.24. **"Agreement"** means this Agreement for use of the Platform;
 - 1.25. **Parties** means the Operator and the Users (Financiers and Project Owners) jointly; **a Party** means the Operator or a User (Financier or Project Owner) separately;
 - 1.26. **Collateral** means a pledge, surety, guarantee, promissory note or any other collateral securing the Project Owner's financial obligations to the Financiers under the Loan Agreement entered into on the Platform.
2. Other terms used in this Agreement shall have the meaning given to them in the Regulation or any other applicable law, the Loan Agreement and/or any other agreements published on the Platform or between you and the Operator separately.

How can you register and use the Platform?

3. To use the Platform fully, you must:
 - 3.1. **firstly**, to meet all the conditions imposed on Users and to provide the Operator with correct and complete information about themselves;
 - 3.2. **secondly**, to read and approve this Agreement and any other documents provided by the Operator;
 - 3.3. **third**, open an Account in your name;
 - 3.4. **Fourthly**, to provide additional documents and information requested by the Operator, which are necessary to establish the identity of the customer and its beneficiary in accordance with the requirements for the prevention of money laundering and terrorist financing;

Step 1: Conditions to be met by the User

4. Please note that the Platform can be used by both physical and legal persons.
5. If you intend to use the Platform as a physical person, you:
 - 5.1. you must be at least 18 years old ; and
 - 5.2. must be able to enter into transactions on the Platform by his/her actions and assume all civil rights and obligations arising therefrom.
6. If a legal entity seeks to use the Platform, this Agreement (and any other agreements entered into on the Platform or with the Operator) must be executed by the head or other legal representative of the legal entity, who has all the necessary powers and/or decisions necessary to grant, receive or enter into any other transactions (as determined by the applicable law and/or the internal documents of the relevant legal entity) to provide, receive or enter into the crowdfunding funds. You must provide, among other things, all relevant documents proving the representation of the person concerned, as well as documents proving the right of the person concerned to grant/receive the Crowdfunding or to enter into other transactions on behalf of the legal entity (e.g. shareholders' or board of directors' resolution, if applicable).
7. In order to provide Crowdfunding funds to a specific Project Owner through the Platform, you can become a Funder.
8. In order to finance your Project by raising Crowdfunding funds from Funders, you can become a Project Owner. Only Users who are acting as commercial operators, i.e. are either legal entities or physical persons who are entrepreneurs seeking to raise Crowdfunding for business purposes, are eligible to become Project Owners.
9. The Operator has no obligation to check your eligibility to finance the Project and/or to make decisions on the mobilisation of Crowdfunding. Accordingly, you assume full responsibility for any actions you take that exceed your authority, including for failure to update information about yourself and/or your authority.
10. You are also responsible for the accuracy and relevance of the information, data and documents you provide. If you provide incorrect and/or inaccurate information during the identification procedure or during the use of the Platform, and/or fail to update it in time, you shall be liable for any damages caused by such actions to the Operator and/or other persons.
11. In all cases where the Operator has reason to believe that you are providing incorrect information about yourself and/or are making unauthorised use of personal data that does not belong to you, the Operator shall have the right to request you to provide corrected information, explanations and/or to report the situation to the competent law enforcement authorities.

Step 2: Approval of the Contract and other documents submitted by the Operator

12. You may use the Platform and the Operator's services only when you enter into this Agreement.
13. By entering into this Agreement, you also confirm to that:
 - 13.1. You have read and are content with the fees for the Services published on the Platform;
 - 13.2. You have read the other documents published on the Platform (including the description of investment risks);
 - 13.3. You have read the Operator's privacy policy published on the Platform, in accordance with which the Operator will process your personal data;
 - 13.4. You understand that in individual cases, the Operator may, at its sole discretion, refuse to approve your registration and identity, and may impose additional registration requirements or restrictions on your activities on the Platform.
14. You may only use and transact on the Platform on your own behalf (e.g. if you are a physical person, you must transact on the Platform on your own behalf and not through a representative).

15. You understand and acknowledge that all your actions on the Platform will be deemed to be your valid consents and approvals signed with an electronic signature as provided for in Article 5(1) of the Law on Electronic Identification and Trust Services for Electronic Transactions.

Step 3: Identification of the user for the purpose of preventing money laundering and terrorist financing

16. In order to invest in Projects published on the Platform or to raise Crowdfunding on the Platform for your Projects, you must have an Account opened in your name. Your Account will be opened automatically at after you have verified your identity and filled in the Client Recognition Form. The Account will be automatically linked to the Platform and will only be used and managed through the Platform .

Step 4: Opening an account

17. The Operator is obliged to implement the measures provided for by law to prevent money laundering and/or terrorist financing, and therefore establishes your identity (and, where relevant, collects information about the beneficiaries) before entering into a business relationship. You undertake to provide the Operator, upon request, without delay, with accurate and complete information and/or documents that the Operator needs to properly implement the applicable anti-money laundering and anti-terrorist financing requirements. The form, scope, manner and timing of the information and/or documents to be provided shall be determined by the Operator.
18. By entering into this Agreement, you agree and undertake to cooperate with the Operator in order to enable the Operator to identify you and/or the beneficiaries of the legal entity represented by you, to confirm your contact details, to provide you with all necessary identity documents and documents, information and explanations about your activities, your operations, the origin of your funds, your planned transactions etc.
19. If you have not properly verified your identity within 6 months from the date of registration on the Platform, the Operator has the right to cancel your account. In this case, you will have to re-register on the Platform.
20. If you fail to provide the information or documents requested by the Operator on time, if you provide false or incomplete information or if the Operator has suspicions regarding the risk of money laundering and terrorist financing, the Operator has the right to deny you access to the Platform, suspend the operations carried out on the Platform, and/or notify the competent state authorities.

How are Project Owners' Projects assessed and published on the Platform?

21. In order to publish a Project on the Platform and receive funding for it, you, as the Project owner, must:
 - 21.1. **firstly**, contact the Operator regarding the Project to be funded;
 - 21.2. **secondly**, to provide all documents and information requested by the Operator and to enter into additional agreements with the Operator;
 - 21.3. **thirdly**, have an Account in your own name.
22. After the Operator has gathered initial information about the Project you, as the Project Owner, are seeking to finance, the Operator shall carry out an assessment of your credibility as the Project Owner in accordance with the procedures set out in the legislation and internal documents, which shall include an assessment of the Project Owner's reputation and creditworthiness, as well as an assessment of the Project itself. In the course of this assessment, the Operator shall have the right to request additional documents and information relating to the financial standing, reputation, creditworthiness of the assets pledged or to be pledged, and of other persons related to you (e.g., third parties providing collateral), as the owner of the Project.
23. At the time of the evaluation of the project application, you, as the Project Owner, must:
 - 23.1. cooperate with the Operator; and

- 23.2. within a reasonable period of time set by the Operator, to provide any additional information and/or documents requested by the Operator that are necessary for the Operator to properly assess the Project, the risks associated with the Project, and the reliability of You as the owner of the Project (and third parties providing security).
24. Only those Projects that are assessed as eligible in accordance with the Operator's rules for assessing the credibility of Project Owners are published on the Platform.
25. If the assessment of your credibility as a Project Owner determines that the Project does not meet the requirements set out in the Rules for the Assessment of the Credibility of Project Owners approved by the Operator, the Project shall not be published on the Platform.
26. Refusal to publish a Project on the Platform does not entitle you, as the owner of the Project, to claim damages or a review of the Operator's decision. You shall also not be entitled to a refund of any fees paid by You to the Operator for the evaluation of the Project Application or other services provided by the Operator in accordance with the Operator's approved Service Fees.
27. The Operator shall enter into a written agreement with you regarding the publication of the Project on the Platform, which shall set out all the main terms and conditions of the financing of the Project, specify the fees to be paid to the Operator, and provide for other terms and conditions related to the publication of the Project. In addition, You shall complete and submit for the Operator's assessment the Key Investment Information Document (KIID) and other documents requested by the Operator.
28. The Operator shall assess each Project Owner's Key Investment Information Document (KIID) prior to its publication on the Platform for completeness, accuracy and clarity.
29. If the Operator determines that the PIID does not comply with its requirements, the Operator shall inform the Project Owner of the incomplete, erroneous or inaccurate information in the PIID and shall request the Project Owner to supplement and correct the inaccurate information. The Project shall not be published on the Platform until the Project Owner completes and/or corrects the information provided in the PIID.
30. The Project Owner must notify the Operator of any changes to the information to ensure that the Master Investment Information Document (MIID) is always up-to-date throughout the period of the crowdfunding offer.
31. The Operator shall immediately notify Funders who have made an offer to invest or expressed an interest in the relevant crowdfunding offer of any material changes to the information contained in the Key Investment Information Document (KIID).
32. If, after the publication of the Key Investment Information Document (KIID) on the Platform, the Operator determines that it contains omissions, errors or inaccuracies that could materially affect the expected return on investment, the Operator shall promptly notify such omissions, errors or inaccuracies to the relevant Project Owner, who shall promptly supplement or correct such information.
33. If such addition or correction is not made urgently, the Operator shall suspend the crowdfunding offer until the Key Investment Information Document (KIID) has been completed or amended, but for a maximum period of 30 (thirty) calendar days.
34. The Operator shall immediately notify Funders who have submitted an offer to invest or expressed an interest in a crowdfunding offer of the circumstances referred to in paragraph 33 of the Rules, the actions taken and to be taken by the Operator, and the possibility to withdraw the offer to invest or the expressed interest in a crowdfunding offer. If, after thirty (30) calendar days, the Key Investment Information Document (KIID) has not been completed or corrected to remove any identified inaccuracies, the crowdfunding offer shall be withdrawn.
35. The Operator's review of the Key Investment Information Document (KIID) shall not be deemed to be a confirmation of the accuracy of the information contained therein and/or a recommendation to the Financiers.

36. The publication of a Project on the Platform does not constitute a guarantee by the Operator that the Project will be financed and that a Loan Agreement will be entered into with you as the Project Owner and that the raised Crowdfunding Funds will be disbursed to you.
37. Upon entering into the above agreement with the Operator for the publication of the Project on the Platform, you, as the owner of the Project, shall have the right to withdraw the Project application and cancel the Project only up to the moment of publication of the relevant Project on the Platform. In such case, You shall, among other things, pay to the Operator the relevant fees set out in the Service Fees (if any).
38. Once a Project has been published on the Platform, the withdrawal of a Project Application and the cancellation of a Project on the Platform may only be made with the written consent of the Operator.
39. If the collection of the total amount of Crowdfunding to be raised is planned in stages, the Operator does not undertake or guarantee that after the completion of one stage, further stages will be announced if your financial situation as a Project Owner or any other situation relevant to the execution of the Project changes and the Operator is no longer in a position to offer the same financing terms. Each funding round shall be deemed to constitute a new Project, but the Funders shall be informed in such announcements that the Projects in question are linked and that the amount of Crowdfunding to be raised by such Projects is being raised in separate rounds.
40. The crowdfunding funds allocated by the Financiers to the Project shall be disbursed to the account specified by You as the Project Owner upon completion of all the steps set out in this Agreement and the Loan Agreement entered into (unless otherwise specified in the Loan Agreement).
41. If circumstances occur during the Project Financing Period which, in the Operator's opinion, may adversely affect the assessment of your credibility as the Project Owner and/or the implementation of the Project, the Project may be cancelled by unilateral action of the Operator. Such action by the Operator shall not entitle you to claim damages.

How are Projects financed and how is the Loan Agreement concluded?

42. In order to fund Projects published on the Platform, you must have an Account in your name.
43. Before entering into a Loan Agreement for the first time, you are also required to take the Eligibility Test, unless the Financier is an Experienced Investor (the Financier). The Eligibility Test must be completed independently. but you have the right to refuse to take the Eligibility Test as set out below 44 p.
44. If the results of the Eligibility Test are negative or you refuse to take the Eligibility Test and/or do not provide all the necessary information, the Operator shall warn you and additionally provide you with information on the risks associated with crowdfunding (including, but not limited to, the risk of losing all or part of the funds allocated to the Project, the risk that you may not receive the expected profit, the risk of liquidity of the funding, other risks inherent to the crowdfunding). If, despite this information, you still enter into the Loan Agreement, you confirm that the risks set out above have been understood and accepted by you.
45. The Operator shall also require that Inexperienced Investors (Financiers) model their capacity to bear losses calculated as 10% of their net worth based on this information:
 - 45.1. permanent and general income, and whether the income is permanent or temporary;
 - 45.2. assets, including financial investments and any cash deposits, but excluding personal and investment assets and pension funds;
 - 45.3. financial liabilities, including permanent, present or future commitments.
46. The Operator shall
 - 46.1. warns the relevant investor (Financier) of the risk;
 - 46.2. requires the explicit consent/approval of the relevant investor (Financier) to make the investment;

- 46.3. requires explicit confirmation from the relevant investor (Financier) that he/she understands the investment and its risks.
47. Before entering into the Loan Agreement, you are also required to familiarize yourself with all the information provided to you by the Operator on the Platform (or otherwise) about the Operator, the costs, financial risks and fees (including the Service Fees) related to the crowdfunding services provided by the Operator or the investment in the Projects, the selection criteria for the Projects, and the nature of the crowdfunding services and the risks involved in the crowdfunding services provided by the Operator. In addition, prior to entering into the Loan Agreement, the Operator will provide you with the information and confirmations set out in Clause 72 of this Agreement.
48. At least the following information about the Project and the Project's financing conditions is published on the Platform:
- 48.1. Key Investment Information Document (KIID);
 - 48.2. the minimum amount of funding per Funder (if any);
 - 48.3. the amount of the Loan to be raised and/or the stages of funding (if it is envisaged that the Crowdfunding will be raised in separate stages);
 - 48.4. Funding period;
 - 48.5. Interest and Interest periodicity;
 - 48.6. Safeguards;
 - 48.7. the amount of Crowdfunding raised in the current period;
 - 48.8. other information related to the Project and Project financing.
49. Once you have decided to enter into a Loan Agreement, you must specify and confirm the amount of funds you intend to commit to the Project. A minimum amount of financing may be set for the Project. If there are more Funders willing to enter into a Loan Agreement than the Loan Amount required, priority will be given to the Funders who have first made an offer to fund the Loan Amount. Submission of a proposal shall be deemed to be the actual transfer and crediting of funds to the Project Fundraising Account. The transfer of funds can only be made from your personal Account. In the event that funds are transferred from another person's Account, the Operator shall be entitled to return the total amount received, less the actual costs of making the transfer, to the payment account from which the relevant funds were received, unless the Operator agrees in writing in advance to a different transfer procedure.
50. The Announced Project may provide for differentiated Interest and/or other terms depending on the amount of crowdfunding funds you provide. The exact differentiated terms and conditions, if any, shall be specified in the specific Announced Project. For the sake of clarity, you confirm that you understand that in the event of two or more separate investments in the same Project, such investments of yours shall be considered as separate investments, i.e. they shall not be aggregated for the calculation of the differentiated Interest (e.g. in the event that a higher interest rate is applicable from EUR 10,000 and you have invested EUR 5,000 twice, such investments of yours shall not be aggregated and you shall not be subject to the differentiated Interest rate applicable from the EUR 10,000 threshold).
51. Once you have submitted a proposal on the Platform to finance the Project in accordance with the terms of the Project Application (i.e. **Such action by you shall be irrevocable and you shall not be entitled to cancel such offer to fund the Project without the Operator's express written consent, unless you are deemed to be an Inexperienced Investor (the "Financier"), in which case you shall be entitled to a pre-contractual cooling-off period of four (4) calendar days from the date of your offer to fund the Project, during which you shall be entitled to cancel your proposed investment.**
52. In the event that at the time of crediting of the funds made available for the financing of your Project to the Project Fundraising Account, the amount of the Crowdfunding Funds already held (credited) in the Project Fundraising Account is equal to or greater than the total expected amount of the Loan, set out in the Special Terms and Conditions of the Loan Agreement, the Operator shall inform you in writing within 5 (five) Business Days and shall reimburse you in full within 10 (ten) calendar days from the date

of receipt of the funds transferred by you by transferring the amount to the same payment account from which the relevant funds were received.

53. In the event that the amount of funds offered for the financing of Your Project partially exceeds the total estimated amount of the Loan provided for in the Special Conditions of the Loan Contract, an adjusted Loan Contract shall be signed accordingly, and the Operator shall repay the remaining uninvested portion of Your funds within 5 (five) working days after the receipt of Your funds by transferring the funds to the same payment account that was used to receive Your funds.
54. In the event that a minimum Loan Amount is set for a particular Project (which is published together with other information about the Project on the Platform) and this minimum Loan Amount is not collected within the specified Financing Period, the Loan Agreement shall be deemed not to have been concluded and shall not enter into force. In such a case, all funds received (credited) from you to the Project Fundraising Account shall be returned to you within 10 (ten) business days from the end of the Financing Period to the same payment accounts from which the respective funds were received (credited).
55. The Loan Agreement constitutes a crowdfunding transaction (within the meaning of the Regulations) and is concluded through crowdfunding on the Platform. The Loan Agreement shall be entered into upon the successful collection of the full amount of the Loan Amount for the Project and shall become effective on the day following the day after (i) the Lender's portion of the Loan Amount has been deposited into the Investment Collection Account, (ii) the full amount of the Loan Amount has been successfully funded on the Platform, and (iii) a period of four (4) calendar days has elapsed following the collection of the Loan Amount during which Lenders who are inexperienced investors have the right to withdraw their investment. A copy of the signed Loan Agreement (or its Special Terms and Conditions) shall be forwarded to you by email or made available to you in your personal account on the Platform.
56. In the event that the Loan Amount for a particular Project is raised in several stages, the Loan Agreement entered into after the first such stage shall be supplemented by separate annexes to the original Loan Agreement after each subsequent financing stage, thereby ensuring that the total amount of the Concentrated Financing made available to the Project will constitute a single Loan Agreement secured by the same Security Instruments granted by the Owner.
57. By this Agreement you also authorise and instruct the Operator (with the right to sub-delegate to other persons) to act on your behalf and in your interests as a Financier (insofar as this is necessary for the conclusion and performance of the Loan Agreements), to perform any acts and take any decisions, to represent you in court - insofar as this is necessary for the conclusion and/or performance of the Loan Agreements, for the securing and/or enforcement of the Loans. In entering into and administering the Loan Agreement (and the Collateral Transactions), the Operator shall act on behalf of the Financiers. Upon the Operator's request, you undertake to additionally provide the Operator with a power of attorney in the form prescribed by law for such actions.
58. The fulfilment of the obligations to the Financiers arising from the Loan Agreements shall be secured by means of Collateral (e.g. mortgage, surety, guarantee, etc.) provided by the Project Owner (or third party). The specific Security Instruments for the Loan Agreement shall be specified in the published Project Application.
59. Interest payable to you as a Financier shall commence to accrue on the calendar day following the Loan Agreement comes into effect as provided in clause unless otherwise specified in the P Loan Agreement.
60. The loan amount and the Financing Period for each Project are determined on a Project-by-Project basis and are specified in the published Project Application. If the Loan Amount is not collected within the Financing Period, the following actions are possible:
 - 60.1. The project will be cancelled from the Platform and the funds will be refunded to you as the Funder who funded the Project.
 - 60.2. The Financing Period may be extended for an additional period of up to 14 (fourteen) calendar days by separate agreement between the Project Owner and the Operator. The Financiers shall

not accrue Interest or any other payments in connection with such extension of time, both during the full and extended Financing Period;

- 60.3. The amount of the Loan to be collected shall be reduced by separate agreement between the Project Owner and the Operator (provided that in the opinion of the Operator, the Project Owner would have sufficient funds for the implementation of its respective Project and the interests of the Financiers are protected). In such event, the terms of the financing set out in the Project Application shall be amended in such a manner as to maintain/protect the interests of all Funders.
61. Other terms and conditions for the conclusion and implementation of the Loan Agreement are defined in the specific Loan Agreement.
62. In order to efficiently process payments related to the use of the Platform, you grant the Operator the right to process the funds in your Account for the purpose of transferring (debiting) funds on your behalf to the Project Owner and/or transferring (debiting) funds from the Project Owner to the Provider and/or the Operator, only to the extent that such payments are related to, and necessary for, the transactions concluded on the Platform and/or the service provision fees payable to the Operator. Upon the Operator's request, you shall immediately, but no later than within 2 Business Days, issue a separate written document confirming that the Operator has the right to process the funds in your Account for the purpose and to the extent set out in this clause of the Agreement.
63. Despite the Treaty 62page of the Operator's right, you are obliged to make all payments (both to the Operator and to other Users) related to the use of the Platform and the transactions entered into therein on your own initiative.
64. The publication of a crowdfunding offer (Project) on the Platform, the assignment of risk to a particular Project and/or other information about the Project published on the Platform shall not be deemed to be an investment recommendation or other confirmation by the Operator that the Project Owner is financially sound and will duly fulfil its obligations to the Financiers under the Loan Agreements in the future. By entering into a Loan Agreement, the Financiers are making an investment and assuming the risks associated with such investment, including, without limitation, the risk of not receiving a return on their investment or of losing all funds invested in the Project.

Can Projects published on the Platform be financed as investments?

65. In certain cases, the Operator may enable the Platform to enter into a crowdfunding transaction in the form of an investment, i.e., the acquisition by the Financier of financial instruments (e.g., bonds) issued by the Project Owner.
66. Prior to the Financier seeking to finance the Project by acquiring financial instruments issued by the Project Owner, the Operator shall provide the relevant Financier with a Suitability Test for the relevant type of transaction in order to determine whether the relevant type of transaction is acceptable/suitable for the Financier.
67. In the case of financing of a Project for which Financial Instruments are issued, Financiers shall enter into a Financial Instrument Subscription Agreement with the Project Owner, which shall detail the procedure for the subscription of the relevant Financial Instruments and which shall come into effect upon the successful completion of the financing of the Project in accordance with the terms and conditions of the relevant agreement. The financing of projects for which the Project Owner issues financial instruments shall also be subject, *mutatis mutandis*, to the terms and conditions of the following General Conditions 4459 p., to the extent that the provisions of the legislation governing the relevant financial instruments and their distribution do not conflict.
68. The circulation of financial instruments on the Platform shall be carried out in accordance with the Law on Securities of the Republic of Lithuania, the Law on Markets in Financial Instruments of the Republic of Lithuania and the procedures established by the Operator.
69. The accounting of financial instruments distributed through the Platform shall be kept in accordance with the procedure set out in the Law on Markets in Financial Instruments.

What is the Secondary Market and how are Claim Rights transferred there?

70. The Platform gives you the opportunity to transfer your Claim Rights (investments) on the Secondary Market.
71. You have the right to assign your Claim Rights only to other Users of the Platform, i.e. the Operator does not allow assignment of Claim Rights outside the Platform.
72. If you are a Non-Experienced Investor (Financier) and you intend to purchase Claim Rights on the Secondary Market, the Operator will provide you with the following information and confirmations:
 - 72.1. that crowdfunding services are not covered by the Deposit Guarantee Scheme established under Directive 2014/49/EU and that transferable securities or instruments used for crowdfunding purposes acquired through the Platform are not covered by the Investor Compensation Scheme established under Directive 97/9/EC;
 - 72.2. that the services offered by the Operator on the Platform may not be suitable for you (the Operator provides a risk warning. The warning shall state the risk of total loss of the money invested);
 - 72.3. that you must provide the Operator with confirmation that you have received and understood the Operator's warnings and risk notices.
73. By entering into this Agreement, the Project Owner agrees that the Financiers may assign the Claim Rights held against it in the Secondary Market. The Project Owner further confirms that the assignment of the Claim Rights on the Secondary Market shall not affect its obligations and/or performance under the Loan Agreement.
74. In order to enter into a transaction for the transfer of a Claim Right, you may select the Claim Right you wish to transfer in your account and create an application in respect of the relevant Claim Right, which is published on the Secondary Market of the Platform.
75. In the application for the transfer of the Entitlement, you must specify the price of the Entitlement to be transferred, which may be the same as the nominal value of the Entitlement or different, i.e. higher or lower. Together with the price, you may also provide other information about the Entitlement to be transferred and/or the Loan Agreement from which the Entitlement is being transferred. The application for the transfer of a Claim shall be deemed to be a binding offer on the Secondary Market to transfer the Claim envisaged at the price indicated.
76. The application for the transfer of a claim shall not be published on the Secondary Market for more than 14 calendar days from the date of publication on the Secondary Market. After the expiry of this period, the application for the transfer of the Entitlement shall be cancelled and you must re-advertise the application for the transfer of the Entitlement on the Secondary Market.
77. The Operator shall have the right to withdraw the application for the transfer of the Entitlement published on the Secondary Market if, prior to the conclusion of the Entitlement Transfer Agreement, there is a material change in the circumstances relating to the relevant Entitlement (e.g. prepayment of the Loan Amount by the Project Owner; decrease in the nominal value of the Entitlement; termination of the Loan Agreement, etc.). In such a case, in order to transfer the relevant Entitlement, you must resubmit an application for transfer of the Entitlement on the Secondary Market.
78. In order for you to acquire the Transferable Entitlement, you are provided with access to information on the Platform about the relevant Entitlement, the Project Owner and the relevant Project for which the relevant Loan Agreement has been concluded. If you intend to acquire an Entitlement, you are obliged to access and evaluate the relevant information and to make your own decision to acquire the relevant Entitlement at your own risk.
79. The Operator shall in all cases have the right, at its sole discretion, to set price limits for the transfer of Entitlements on the Secondary Market (to set maximum and minimum price limits for the Entitlements, within which you may set the price of your transferable Entitlement) or other restrictions in relation to the transfer of the Entitlements on the Secondary Market.

80. When transferring a Claim Right, you are subject to a Secondary Market Transfer Fee based on the nominal value of the Claim Right. This fee is subject to approval by the Operator in accordance with the procedure established by the Operator and is published in the Fees for the Services.
81. You must pay the Secondary Market Assignment Fee to the Operator at the time of the Secondary Market Assignment. The Operator shall also be entitled to deduct this fee from the price of the Entitlement received by You as the User transferring the Entitlement.
82. Applications for assignment of Entitlements on the Secondary Market are visible to all Platform Users. All Platform Users shall have the right to make proposals in respect of the relevant applications. Your offer to purchase an Entitlement shall be deemed to be a binding agreement to purchase the Entitlement to be transferred on the Secondary Market at the indicated price.
83. Claims purchased on the Secondary Market shall be settled by transferring funds from the Account of the User acquiring the Claim to the Account of the User transferring the Claim. The acquiring User must have sufficient funds in his/her personal Account to pay the purchase price of the Entitlement.
84. The moment of transfer of the Right of Entitlement shall be deemed to be the moment when the settlement between the User transferring the Right of Entitlement and the User acquiring the Right of Entitlement takes place and the funds are credited to the Account of the User transferring the Right of Entitlement. From that moment on, the User acquiring the Entitlement shall become a party to the relevant Loan Agreement and shall acquire all the rights and obligations of the User transferring the Entitlement. The User acquiring the Call Right shall also be entitled to all the Collateral attached thereto.
85. You acknowledge that you understand that the Operator shall not be liable for the failure and/or improper performance of the relevant Project Owner in respect of which you have acquired a Claim.
86. The Operator has the right, at its sole discretion, to restrict or prohibit transactions for the transfer and/or acquisition of Entitlements sought to be concluded on the Secondary Market (e.g., where you fail to adequately comply with the requirements for the prevention of money laundering and the prevention of terrorist financing, where you fail to comply with the agreements entered into on the Platform with the Operator or with other users, or where in the Operator's opinion there is a significant risk of malpractice, non-compliance with the agreement, fraud or other risks).
87. The Operator shall not be liable to You in any way for any disruption or temporary suspension of the Secondary Market (as a technical solution (functionality) of the Platform) (e.g. for the purpose of upgrading the Secondary Market) if You are unable to assign (or purchase) Claim Rights for a period of time as a result.

How does the Auto-Invest functionality work?

88. The Auto-Invest functionality allows you to pre-select and set the terms and conditions for the operation of the Auto-Invest functionality and the criteria for the Projects according to which the Financier aims to automatically submit bids for the financing of the Projects published on the Platform.
89. In order to use the Auto-Investment functionality, you, as Financiers, must enter into an agreement on the Platform for the Auto-Investment functionality ("**Auto-Investment Agreement**").
90. Your offers made using the Auto-Invest functionality are irrevocable and cannot be changed.
91. Your offer to finance the Project, made using the Auto-Invest functionality, is valid until the end of the funding period of the Loan Amount. When submitting bids for Project applications using the Auto-Invest functionality, funds are automatically reserved and/or debited from Your Account for the financing of the relevant Project application.
92. By using the Auto-Invest functionality, you get priority to invest in Projects, as your bids can be generated and automatically submitted immediately after the publication of the Project application on the Platform.
93. The ranking of Project proposals submitted using the Auto-Invest functionality is based on the date of approval of the criteria you set.

94. The Operator does not make any decisions to participate in the submission of bids for Project Proposals on your behalf. Your use of the Auto-Invest functionality is equivalent to your participation in the bidding and conclusion of Loan Agreements without using this functionality (i.e. when you individually, by your own actions, submit a customized bid for an Application of your own choice published on the Platform).
95. Other terms and conditions for using the Auto-Invest functionality are detailed in the Auto-Invest agreement.
96. You can cancel or change the conditions and criteria for automatic investment at any time by logging into your personal account on the Platform. Changes made by you will apply to your offers made after the date of the change.
97. The Operator does not undertake to any extent to maintain the uninterrupted operation of the Automatic Investing Functionality and shall not be liable for any failure of the Automatic Investing Functionality.
98. In the case of the Auto-Invest functionality, the pre-contractual cooling-off period applies only to the initial investment mandate of an inexperienced investor (the Financier), and not to the investments in specific loans made under that mandate.

What happens if the Project Owner defaults on the Loan Agreement on the Platform?

99. In the event of default by the Project Owner under the Loan Agreements, the Operator (or a third party authorised by it), as agent of the Financiers, shall administer and implement the Loan Agreements and the Security Instruments. The actions referred to in this clause of the Agreement may be subject to the fees set out in the Service Fees. The Operator shall actively act in the interests and for the benefit of the Financiers in order to ensure that the Project Owner is properly accountable to the Financiers who financed it.
100. The Project Owner's debts are recovered in accordance with the Operator's approved debt recovery procedure.
101. The funds recovered from the Collateral and/or other assets of the Project Owner shall be allocated to satisfy the claims of the Financiers (after deduction of the Operator's costs and fees as set out in the Service Fees and necessary expenses of other persons acting for the benefit of the Financiers).
102. The security measures may be implemented in the manner chosen by the Operator in accordance with the legislation of the Republic of Lithuania.

What are the fees applicable on the Platform?

103. Information on the fees applicable on the Platform is set out in the Fees for the Services published on the Platform.
104. By accepting this Agreement, you acknowledge that you are aware of the fees for the Services and agree to pay them on the terms and conditions set out.
105. The Project Owner also undertakes to pay all fees related to the execution and performance of the Loan Agreement or the Collateral Transactions for third party services (e.g. valuation of the Collateral, approval and registration of the Collateral Transactions, deregistration, modification, etc.).
106. Default in payment of fees due to the Operator shall be subject to interest as specified in the Service Fees.
107. You must pay all fees payable to the Operator on your own initiative. However, this Agreement (as set out at Agreement 62p .) You also grant the Operator the right and authority to instruct the Account Manager, on Your behalf (as the Financier or the Project Owner, as applicable), to transfer the fees set out in the Service Fees from Your Account to the Operator's Account.
108. The Operator shall be entitled to set off any fees due to it (in accordance with the Service Fees) against any amounts paid by you to the Operator and/or remitted to you by the Operator.

109. You undertake to pay all taxes applicable to you in respect of income derived from the Loan Agreements entered into and any other applicable taxes, except to the extent that the Operator will be obliged to do so under the applicable laws of the Republic of Lithuania.

What actions are prohibited on the Platform?

110. As a Platform User, you are prohibited from:
- 110.1. provide the Operator with incorrect, incomplete or false information;
 - 110.2. fail to provide the Operator with the requested information, documents, or to update them in time;
 - 110.3. enter into this Agreement or the Loan Agreement in violation of the requirements of the legislation and/or the internal documents of the legal entity represented by you, or the authorisations or other permissions granted to you;
 - 110.4. enter into the Loan Agreement in breach of any applicable laws, contracts, agreements or court judgments applicable to you or the legal entity you represent;
 - 110.5. to act on behalf of and/or for the benefit of third parties on the Platform and to provide financial services to such parties;
 - 110.6. use the Platform and/or the Operator's services for any unlawful purposes (e.g. fraud, money laundering, illegal provision of financial services, etc.);
 - 110.7. finance the Project by means other than through the Platform;
 - 110.8. without the Operator's prior written consent, communicate directly or indirectly with other Users offering them to invest in other projects of the User (Project Owner) (e.g. to invest in buildings constructed by the Project Owner or in securities issued by the Project Owner) or to enter into other business relationships throughout the term of the Project and for a period of five (5) years after the end of the Project, i.e. after the Project Owner has duly and fully settled its accounts with the Financiers and the Operator in accordance with the Project;
 - 110.9. obtaining information about the Projects through unauthorised means;
 - 110.10. disclose your Platform login credentials to any third party, or use any third party's passwords or other login credentials;
 - 110.11. transmit or input data to the Platform that could contain software viruses, or any other code, files or programs designed to interfere with, limit or damage the functionality of the Platform or its equipment, software, servers or communications equipment (including programs that automatically track, use and/or store information contained/presented on the Platform);
 - 110.12. affect the operation of the Platform and/or the data contained therein in any way by using other additional systems not authorised by the Operator;
 - 110.13. promote and/or advertise other identical or similar platforms or other sources of funding;
 - 110.14. otherwise violate this Agreement, the Loan Agreement, any other agreements concluded between the Parties, legal requirements or in any other way by its acts or omissions cause damage or risk to the Operator, other Users or third parties.
111. If the Operator suspects that you are engaging in prohibited activities, the Operator may unilaterally take action necessary to protect its own interests, the interests of other Users, or the interests of third parties, including but not limited to:
- 111.1. close or restrict access to your account on the Platform;
 - 111.2. restrict your activity on the Platform and/or set funding limits (if you are a Funder);
 - 111.3. no longer publish the Project on the Platform and suspend or cancel the crowdfunding for the Project (if you are the owner of the Project);
 - 111.4. prevent you from entering into Loan Agreements or terminate Loan Agreements with you;

- 111.5. withhold any of Your funds in accounts linked to the Platform;
 - 111.6. inform the competent public authorities about your activities;
 - 111.7. terminate this Agreement without prior notice;
 - 111.8. take any other legal measures provided for in agreements between the Parties or in law.
112. Where possible, the Operator will provide you with information about the measures applied to you, unless the Operator is prevented from doing so due to legal requirements applicable to it. In the latter case, you shall not be entitled to claim damages.

What liability may be incurred by a Platform User?

113. In the event of a breach of this Agreement by either Party, the Party concerned shall be liable to compensate the other Party for any direct damages suffered by the other Party as a result thereof, including, without limitation, the payment of any fines and/or other penalties imposed.
114. The Operator shall only be liable for direct damages suffered by You as a result of a material breach of this Agreement by the Operator, whether intentionally or through gross negligence.
115. In all cases, the Operator shall only be liable for direct damages which the Operator could reasonably have foreseen at the time of the breach of Contract.
116. The Operator only administers the Platform and acts as an intermediary between Funders and Project Owners. You enter into the Loan Agreements on the Platform directly with other Users, at your own will and risk, and you are personally a party to the relevant agreements.
117. The operator is not and cannot be held responsible or liable for:
- 117.1. non-performance or improper performance of obligations and/or illegal conduct by you, other Users and/or other third parties;
 - 117.2. actions by you or other Users that exceed the limits of the authority granted to you or the relevant Users;
 - 117.3. the accuracy and correctness of the information (provided by the Project Owner) contained in the published Projects;
 - 117.4. due to the Project Owner's inability to perform the Loan Agreement;
 - 117.5. due to disruptions and/or inadequate provision of services provided by other third parties (e.g. payment service providers, communication service providers, etc.);
 - 117.6. other acts and/or omissions beyond the Operator's effective control.
118. The activities of the Operator do not include, and shall not be deemed to include, the provision of investment recommendations, financial intermediation, payment services, advice on transactions, performance, enforcement and other activities unrelated to crowdfunding and not specified in this Agreement.

What are the risks associated with crowdfunding transactions?

119. The Operator shall not be liable for any loss of revenue or loss incurred by you in using the Platform.
120. **Crowdfunding is not covered by the insurance protection provided under Directive 2014/49/EU and the Law on Insurance of Deposits and Liabilities to Investors of the Republic of Lithuania.**
121. The protection provided for in paragraph 120 of this Agreement also does not apply to funds held in Accounts, as the latter are opened with electronic money institutions which keep customer funds segregated, i.e. by opening accounts with credit institutions to hold customer funds. Accordingly, the funds held in these accounts are not subject to recovery in the event of bankruptcy, but are not covered by deposit insurance.
122. Project financing involves increased risk and your funds as Financiers may be lost and/or may not earn your desired return due to the Project Owner's financial difficulties, insolvency or other circumstances.

123. When entering into Loan Agreements, you, as Financiers, must assess the risks involved in the relevant transactions and their suitability and acceptability for you and, if necessary, take professional advice. Information on the risks associated with crowdfunding is available on the Platform. Please note that the risk rating of the Projects published on the Platform is indicative, based on the information available to the Operator at the time of publication of the Project and/or received from the Project Owner. In all cases, the final decision on the investment in a particular Project must be made by the Financier itself, after assessing the risks associated with the particular Project and their acceptability to the Financier.

What is considered to be the Operator's intellectual property and how is it protected?

124. All intellectual property rights related to the Platform, its content, the Operator's website, and trademarks used by the Operator are owned by the Operator to the full extent.
125. The content on the Platform may not be copied, downloaded, stored, reproduced or otherwise used without the Operator's express written consent, except to the extent and only to the extent and only to the extent that it is necessary and related to the use of the services provided by the Operator.

What is the procedure for communication between the Parties?

126. All communications, notices and other information or documents relating to this Agreement shall be given in the following ways:
- 126.1. by email (in this case, the correspondence is deemed to have been received 1 working day after dispatch);
 - 126.2. by courier or registered post (in this case, the correspondence is deemed to have been received 3 working days after dispatch);
 - 126.3. by submitting notifications and/or information and documents relating to this Agreement to Your account registered on the Platform (in which case correspondence shall be deemed to have been received 1 business day after the relevant information has been submitted to Your account registered on the Platform).
127. You must inform the Operator immediately, but no later than within 1 business day, of any change to your contact details and update these details in your Platform account. Failure to inform and/or update the data in a timely manner shall relieve the Operator from any liability.
128. Project Owners are prohibited from contacting the Funders to provide them with any information about the Project other than as set out on the Platform and/or to obtain funding from them outside the Platform. Such actions may be considered illegal and may lead to legal consequences (e.g. removal of the Project from the Platform, obligation to pay relevant fees, damages, etc.).

What is the procedure for amending this Agreement?

129. The Operator shall have the right to unilaterally amend and/or supplement the Contract and its annexes by notifying you in the manner provided for in this Contract. The new version of the Agreement shall be published on the Platform and shall enter into force on the date specified by the Operator.
130. The Operator has the right to unilaterally change the rates for the Services. You shall be notified of any changes to the rates and/or payment procedures for the Services at least 14 calendar days prior to the effective date of the changes.
131. You must be informed of any other changes to the terms and conditions applicable to you no later than the date of the change.
132. Your use of the Platform following a change to the Agreement or its individual terms, conditions, annexes, Service fees shall constitute your acceptance of the relevant changes.
133. You have the right to object to changes to the Contract, its Annexes and the Service Fees. In such case, You may terminate this Agreement (and cease to be a User of the Platform) by notifying the Operator separately by email or by logging out of the Platform. Such termination shall not affect Your rights and obligations under the Agreement, the Schedules hereto, the Service Fees in respect of those Loan

Agreements entered into prior to the termination of this Agreement and in respect of those amounts payable to the Operator which became payable prior to the termination of this Agreement.

134. You agree and understand that the Operator has the right to transfer the administration of the Platform to another operator entitled to administer the Crowdfunding Platform in accordance with the Regulation. In such case, the new operator shall assume all of the Operator's rights and obligations under this Agreement and any other agreements entered into between you and the Operator. The Operator shall inform You in advance of such transfer of administration by written notice and/or by posting on the Platform. In any event, all your rights and obligations under this Agreement and/or any other agreements entered into with the Operator shall remain unaffected.

In what cases and according to what procedure may this Agreement be terminated?

135. You have the right to terminate this Agreement at any time by logging out of the Platform or by notifying the Operator, provided that:
 - 135.1. At the time of termination, you do not have any Loan Agreements in force and you have no rights or obligations in relation to any Loan Agreements entered into;
 - 135.2. At the time of termination, you are not participating in the financing of a new Project (e.g. you are not committed to providing Crowdfunding for an announced Project);
 - 135.3. At the time of termination of the Agreement, you are not the owner of the Project published on the Platform;
 - 135.4. At the time of termination of the Contract, You are properly and fully settled with the Operator in accordance with the Service Fees and do not have any other amounts due to the Operator and/or other persons as a result of using the Platform.
136. The Operator shall have the right to terminate this Agreement without prior separate notice:
 - 136.1. After you have performed any of the acts set out in clause 110 of the Agreement;
 - 136.2. in the event of a material breach by you of the Agreement;
 - 136.3. in other cases provided for in the Contract.
137. Termination of this Agreement will result in the cancellation of your account on the Platform. Data about You and the Loan Agreements entered into by You shall be kept for the purposes, terms and procedures set out in the Operator's published privacy policy and in the legislation.
138. All of the Operator's obligations to You shall be enforced in accordance with the Operator's approved Business Continuity Plan - in the event of any disruption or difficulty, the Operator shall promptly take the measures set out in the Business Continuity Plan. However, please note that even in the event of liquidation or bankruptcy of the Operator, the Loan Agreements, the Collateral Transactions remain valid and the Project Owners are obliged to continue to fulfil their obligations to the Financiers. The protection of the funds in your Account is ensured by their segregation from the Operator's funds - the Operator's creditors are in no way entitled to direct their claims against the funds in your Account.

Other provisions

139. You may not assign your rights and/or obligations under this Agreement or the Loan Agreements entered into to third parties, except as provided for in this Agreement (Secondary Market) or with the Operator's prior written consent.
140. If any provision of this Agreement is held to be invalid, the remaining provisions of this Agreement shall not be invalid unless the invalid provisions were not material provisions of this Agreement.
141. Each Party confirms that it has all necessary authorisations, permissions and/or licences under applicable law to perform the acts necessary for the conclusion and/or performance of this Agreement.
142. Your complaints shall be dealt with in accordance with the Operator's complaint handling rules published on the Platform.

143. This Agreement shall be governed by the law of the Republic of Lithuania. All disputes between You and the Operator shall be settled by negotiation, and in the absence of an agreement, the dispute shall be settled in the competent court of the Republic of Lithuania according to the location of the Operator's registered office.
144. If the Agreement, the Service Fees (or any other document published on the Platform) is published in Lithuanian and another foreign language, the Lithuanian version of the document shall always take precedence.